

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEBRASKA

NATHANIEL GOODWIN;

,Plaintiff.

Case No. : 8:12cv154

-v-

OXFORD LAW, LLC;  
PINNACLE CREDIT SERVICES, LLC (herein "PCS");  
MICHAEL MCGUIGAN;  
(JOHN DOE 1 - 10), ET AL

Defendant(s)

**COMPLAINT AND DEMAND FOR JURY TRIAL**

(Violations of the Fair Debt Collections Practices Act and Fair Credit Reporting Act)

Plaintiff, Nathaniel Goodwin, hereby sues Defendant(s) OXFORD LAW, LLC; PINNACLE CREDIT SERVICES, LLC (herein "PCS"), MICHAEL MCGUIGAN and JOHN DOE (1 - 10) and alleges:

**PRELIMINARY STATEMENT**

This is an action for damages brought for damages for violations of the Fair Debt Collection Practices Act ("FDCPA") 15 U.S.C. §§ 1692 – 1692(p) and Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681 et seq.

**JURISDICTION AND VENUE**

1. The jurisdiction of this Court is conferred by § 1332 et seq, the private right of action statute of the Fair Debt Practices Act ("FDCPA") and Fair Credit Reporting Act (FCRA).
2. Venue is proper in this District pursuant to 28 U.S.C. §1391.
3. This is an action for damages which do not exceed \$60,000.00.
4. Plaintiff, **Nathaniel Goodwin**, is a natural person and is a resident of the State of Nebraska.

FILED  
U.S. DISTRICT COURT  
DISTRICT OF NEBRASKA  
12 MAY -3 PM 12:00  
OFFICE OF THE CLERK

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5. Defendant OXFORD LAW, LLC; is a Pennsylvania Corporation, unauthorized to do business in Nebraska.

6. Defendant, PINNACLE CREDIT SERVICES, LLC is a Minnesota Corporation, unauthorized to do business in Nebraska.

7. Defendant, MICHAEL MCGUIGAN; is a natural person, unauthorized to do business in Nebraska as a debt collector and unauthorized to practice law in the state of Nebraska, he is being sued in his private capacity.

8. All conditions precedent to the bringing of this action have been performed, waived or excused.

**FACTUAL ALLEGATIONS**

9. Defendant(s) Reported an attempt to collect a debt on the Plaintiff's credit reports since as of March 2009 to April 2012 Plaintiff seeking and demanding payment of an non-existent debt without permissible purpose.

10. Defendant(s) willfully placed up to hundred an fifty (150) collection calls to Plaintiff almost every day starting in 12/01/2010 until present, after Plaintiff told them to stop harassing repeatedly.

11. Defendant(s) placed collection calls to Plaintiff's cell phone number 402-590-3577.

12. Defendant(s) harassed Plaintiff by calling telephone number 402-590-3577 repeatedly from 952-563-6750 Pinnacle Credit Services, LLC (Changed answering message to Oxford Law) 12/01/2010 to the current date, causing Plaintiff mental anguish and stress.

13. In 2011 Defendant(s) received several dispute letters via mail in 2010, letter via fax to 952-935-9734 and 215-526-2618 in 2012.

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14. After disputing the debt with pinnacle they continued to attempt to collect a debt under different fictitious company names.

15. Defendant, Michael McGuigan (agent of company) replied in a recent letter stating that he will file a suit on defendant, when he did not have any right to file a suit.

16. Michael McGuigan is not licensed in the state of Nebraska as a debt collection company.

17. Defendants have been reporting on all three credit bureau's Negative Items and hard pull inquires on Plaintiff's credit report since 01/2009, for over forty eight (48) months (per credit bureau).

18. Defendants damaged plaintiff's credit reports and lowered credit score.

19. Plaintiff was denied credit and refused job opportunities and caused defamation of character.

20. Defendants have caused mental anguish and stress to Plaintiff's domestic life.

21. Plaintiff reported defendants to the Federal Trade Commission, Better Business Bureau, Nebraska Secretary of State, Nebraska Attorney General, and Nebraska Financial Regulations Department.

22. Nebraska Secretary of State confirmed that the following companies are not registered to do business in the state of Nebraska as debt collectors.

**COUNT I**

**VIOLATION OF FAIR DEBT COLLECTION PRACTICES ACT(FDCPA), 15 U.S.C. §1692, HARASSMENT AND ABUSE WILLFUL NON-COMPLIANCE BY DEFENDANT, OXFORD LAW, LLC; PINNACLE CREDIT SERVICES, LLC (herein "PCS"), MICHAEL MCGUIGAN**

23. Paragraphs 1 through 21 are realleged as though fully set forth herein.

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24. Plaintiff is a consumer within the meaning of the § 1692 a(3) Definition of a Consumer as any natural person obligated on or allegedly obligated on a debt.

25. OXFORD LAW, LLC; PINNACLE CREDIT SERVICES, LLC (herein "PCS"), MICHAEL MCGUIGAN is by § 1692 a(6) Definition of a Debt Collector as collectors, collection agencies, lawyers, forms writers.

26. OXFORD LAW, LLC; PCS, MICHAEL MCGUIGAN willfully violated the FDCPA.

Defendant's violations include, but are not limited to, the following:

- (a) OXFORD LAW, LLC; PINNACLE CREDIT SERVICES, LLC (herein "PCS"), MICHAEL MCGUIGAN, called over fifty (50) times, defendant(s) willfully violated 15 U.S.C. § 1692 (d) Any conduct the natural consequence of which is to harass, oppress, or abuse any person
- (b) OXFORD LAW, LLC; PINNACLE CREDIT SERVICES, LLC (herein "PCS"), MICHAEL MCGUIGAN, called over fifty (50) times, defendant(s) willfully violated Fair Debt Collection Practices Act § 1692 d(5) Caused the phone to ring or engaged any person in telephone conversations repeatedly.

WHEREFORE, Plaintiff demands judgment for damages against OXFORD LAW, LLC; PINNACLE CREDIT SERVICES, LLC (herein "PCS"), MICHAEL MCGUIGAN, N.A., for actual or statutory damages, and punitive damages, attorney's fees and costs, pursuant to 15 U.S.C. §1692k.

**COUNT II**

**VIOLATION OF FAIR DEBT COLLECTION PRACTICES ACT(FDCPA), UNFAIR PRACTICES § 1692, WILLFUL NON-COMPLIANCE BY DEFENDANT, PCS, LLC**

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27. Paragraphs 1 through 21 are realleged as though fully set forth herein.

28. Plaintiff is a consumer within the meaning of the § 1692 a(3) Definition of a Consumer as any natural person obligated on or allegedly obligated on a debt.

29. PCS, LLC is by § 1692 a(6) Definition of a Debt Collector as collectors, collection agencies, lawyers, forms writers.

30. PCS, LLC negligently violated the FDCPA. Defendant's violations include, but are not limited to, the following:

(a) Defendant used on 48 occasions, used unfair means to collect a debt and willfully violated 15 USC § 1692(d) Any unfair or unconscionable means to collect or attempt to collect the alleged debt.

(b) Defendant violated § 1692 e(10) Any false representation or deceptive means to collect a debt or obtain information about a consumer.

(c) Defendant violated § 1692 e(11) Communication fail to contain the mini-Miranda warning: "This is an attempt to collect a debt... communication is from a debt collector."

(d) Defendant was aware of the validation notice and willfully violated § 1692 g Failure to send the consumer a 30-day validation notice within five days of the initial communication.

WHEREFORE, Plaintiff demands judgment for damages against PCS, LLC, for actual or statutory damages, and punitive damages, attorney's fees and costs, pursuant to 15 U.S.C. §1692k.

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**COUNT III**

**VIOLATION OF FAIR DEBT COLLECTION PRACTICES ACT (FDCPA),**

**15 U.S.C. §1692**

31. Paragraphs 1 through 21 are realleged as though fully set forth herein.

32. Plaintiff is a consumer within the meaning of the FDCPA, 15 U.S.C. §1692a(3).

33. PCS, LLC are debt collectors within the meaning of the FDCPA, 15 U.S.C. §1692a(6).

34. PCS, LLC violated the FDCPA. Defendants' violations include, but are not limited to, the following:

(a) PCS, LLC violated 15 U.S.C. §1692e(2) by falsely representing the character, amount, or legal status of any debt.

(b) PCS, LLC violated 15 U.S.C. §1692e(4) by stating that nonpayment of any debt would result in garnishment.

(c) PCS, LLC violated 15 U.S.C. §1692e(5) by threatening to take any action that could not legally be taken or that was not intended to be taken.

(d) PCS, LLC violated 15 U.S.C. §1692e(8) by communicating or threatening to communicate to any person credit information which is known or which should be known to be false, including the failure to communicate that a disputed debt is disputed.

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(e) PCS, LLC violated 15 U.S.C. §1692e(10) by the use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer.

(f) PCS, LLC violated 15 U.S.C. §1692e(11) by failing to warn that it was a debt collector.

(g) PCS, LLC violated 15 U.S.C. §1692f(1) by the collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law.

(h) PCS, LLC violated 15 U.S.C. §1692g(b) by not ceasing collection efforts until the debt was validated.

WHEREFORE, Plaintiff demands judgment for damages against PCS, LLC for actual or statutory damages, and punitive damages, attorney's fees and costs, pursuant to 15 U.S.C. §1692k.

**COUNT IV**

**VIOLATION OF FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C. §1681**

**WILLFUL NON-COMPLIANCE BY DEFENDANTS**

**PCS, LLC**

38. Paragraphs 1 through 21 are realleged as though fully set forth herein.

39. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. §1681a(c).

40. Defendants PCS, LLC are furnishers of information within the meaning of the FCRA, 15 U.S.C. §1681s-2.



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41. Defendants PCS, LLC willfully violated the FCRA. Defendants' violations include, but are not limited to, the following:

(a) Defendants PCS, LLC willfully violated 15U.S.C. §1681s-2(a)(3) by, if the completeness or accuracy of any information furnished by any person to any consumer reporting agency is disputed to such person by a consumer, failing to furnish the information to any consumer reporting agency without notice that such information is disputed by the consumer.

(b) Defendants PCS, LLC willfully violated 15 U.S.C. §1681s-2(b)(1)(A) by, after receiving notice pursuant to §1681i of a dispute with regard to the completeness or accuracy of any information provided by a person to a consumer reporting agency, negligently failing to conduct an investigation with respect to the disputed information.

(c) Defendants PCS, LLC willfully violated 15 U.S.C. §1681s-2(b)(B) by, after receiving notice pursuant to §1681i of a dispute with regard to the completeness or accuracy of any information provided by a person to a consumer reporting agency, failing to review all relevant information provided by the consumer reporting agencies.

(d) Defendants PCS, LLC willfully violated 15 U.S.C. §1681s-2(b)(C) by, after receiving notice pursuant to § 1681i of a dispute with regard to the completeness or accuracy of any information provided by a person to a consumer reporting agency, failing to direct such consumer reporting agencies to delete inaccurate information about the plaintiff pertaining to the account.

WHEREFORE, Plaintiff demands judgment for damages against Defendants PCS, LLC for actual or statutory damages, and punitive damages, attorney's fees and costs, pursuant to 15 U.S.C. §1681n.



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**COUNT V**

**VIOLATION OF FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C. §1681**

**NEGLIGENT NON-COMPLIANCE BY DEFENDANTS**

**PCS, LLC**

42. Paragraphs 1 through 21 are realleged as though fully set forth herein.

43. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. §1681a(c).

44. Defendants PCS, LLC are furnishers of information within the meaning of the FCRA, 15 U.S.C. §1681s-2.

45. Defendants PCS, LLC negligently violated the FCRA. Defendants' violations include, but are not limited to, the following:

(a) Defendants PCS, LLC negligently violated 15 U.S.C. §1681s-2(a)(3) by, if the completeness or accuracy of any information furnished by any person to any consumer reporting agency is disputed to such person by a consumer, failing to furnish the information to any consumer reporting agency without notice that such information is disputed by the consumer.

(b) Defendants PCS, LLC negligently violated 15U.S.C. §1681s-2(b)(1)(A) by, after receiving notice pursuant to §1681i of a dispute with regard to the completeness or accuracy of any information provided by a person to a consumer reporting agency, negligently failing to conduct an investigation with respect to the disputed information.

(c) Defendants PCS, LLC negligently violated 15U.S.C. §1681s-2(b)(B) by, after receiving notice pursuant to §1681i of a dispute with regard to the completeness or accuracy of

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any information provided by a person to a consumer reporting agency, failing to review all relevant information provided by the consumer reporting agencies.

(d) Defendants PCS, LLC negligently violated 15U.S.C. §1681s-2(b)(C) by, after receiving notice pursuant to §1681i of a dispute with regard to the completeness or accuracy of any information provided by a person to a consumer reporting agency, failing to direct such consumer reporting agencies to delete inaccurate information about the plaintiff pertaining to the account.

**WHEREFORE**, Plaintiff demands judgment for damages against Defendants PCS, LLC for actual and punitive damages the court deems proper, and attorney's fees and costs, pursuant to 15 U.S.C. §1681o.

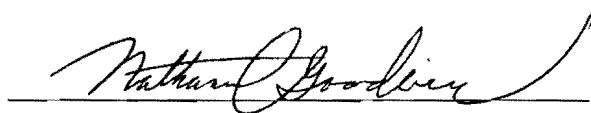
**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a trial by jury of all issues so triable as a matter of law.

Dated: Friday, April 27, 2012

Respectfully submitted,

Without prejudice,



DATE: April 27<sup>th</sup> 2012

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